PRESET CLOUD – Website Dashboard SDK
License Agreement

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Welcome to Preset, Inc., a Delaware corporation with its principal offices at 107 S. B St., 2nd Floor, San Mateo, CA 94401, USA **["Preset" "we" "us" "our"].** We are pleased to offer you **["Customer"** (or Customer's agent or employee), "**you" "your"]** a license to our online Software Development Kit initially consisting of our website dashboard widget and any related online documentation **["SDK"]**, provided at no cost to you, to enable you to install and enable Preset's state-of-the-art embedded Superset dashboard **["Dashboard"]**, which will help you optimize and enhance your personal or organization's/company's website.

If you download and use the SDK, you expressly acknowledge that you and the organization you represent are a party to this Website Dashboard SDK License Agreement ["Agreement"], understand it and agree to be bound by it as of the date you download the SDK ["Effective Date"]. You will only need one (1) license from Preset per SDK per website. If you are entering into this Agreement on behalf of an organization or company, you hereby affirm that you are authorized to enter into this Agreement on behalf of your organization, and bind your organization/company to this Agreement. If your organization enters into this Agreement on behalf of several users whom are authorized by you or your organization **["Users"]**, then you confirm that each User is subject to this Agreement, and the organization/company is fully responsible for the acts and omissions of all Users.

1. THE BASIC LICENSE; TERM

The SDK that is licensed to you in accordance with this Agreement is provided "AS-IS", as further explained in Section 8 below. The license granted to you is a limited, worldwide, royalty-free license that is non-transferable and not assignable outside your organization, and lasts for the duration of your subscription to Preset's Dashboard. While this cost-free license does not include any warranty, support or maintenance service, and is not subject to any Service Level Agreement **["SLA"]** or SLA uptime, credits or other commitments that are features of paid subscriptions, we reserve the right in our sole discretion to update (or not) the SDK from time to time, and to assist you if and when we deem it appropriate. References to the "SDK" in this Agreement shall also include any documentation, user guides, upgrades, updates, supplements, third-party materials and components, Internet-based services and any support provided by, for or on behalf of Preset in connection with use of the SDK. Any Preset terms and conditions that appear in or on, or accompany, any Preset software, items or services also apply and bind Customer in connection with Customer's use of and access to the SDK.

You (or another User who is your agent or your organization's employee or agent) have the right to download the SDK from a public repository/package manager hosted by Preset, to install on Customer's app/device, to support the code snippets that we provide to you to render the Dashboard you have licensed from Preset. The Customer who licensed the Dashboard from Preset has an account with Preset, however the User (if other than you) does not need her or his own User account. The SDK User should be acting to support Customer's license of the Dashboard in accordance with this Agreement.

2. SCOPE OF USE

Customer's license of the SDK gives Customer the right to use it in accordance with this Agreement, subject to any limits that apply to the particular license that Customer obtains from Preset, as may be indicated in any Order Form or by notification from Preset. Preset will use commercially reasonable efforts to provide Customer with online notice, or notice to the Dashboard customer's account (if different than Customer), in the event it modifies any technical or numerical aspects of the SDK or makes available new features.

Customer must ensure that each User complies with all applicable terms and conditions of this Agreement, and Customer is fully and directly responsible to Preset for any User acts or omissions in connection with their use of the SDK, whether such User is an employee, contractor or agent of Customer.

3. RESTRICTIONS ON USE AND DISCLOSURE

When Customer accesses or uses the SDK, or any related software or documentation, you agree that you will not copy, reverse engineer, decompile or disassemble the SDK nor any portion thereof, nor attempt any activities not expressly permitted by this Agreement. Further, Customer understands and agrees that the SDK is the confidential information and property of Preset and its licensors. Accordingly, Customer agrees, and Customer will direct Customer's Users, not to disclose the SDK nor any confidential information about the SDK, in whole or in part, to any third party without the prior express written consent of Preset in each instance, and subject to Section 5 hereof. In particular, Customer and Customer's Users will not disclose to any third party or disseminate to the public (except privately to Preset), publish on the internet or elsewhere any tests run on the SDK or results of such tests (if Customer is provided with a beta or evaluation version of the SDK), or any Feedback (as defined below) concerning the SDK or Dashboard without written permission from Preset.

4. OWNERSHIP, INTELLECTUAL PROPERTY RIGHTS AND PERSONAL DATA

The SDK and any related materials provided by Preset or obtained or accessed by Customer from Preset or its agents shall remain the sole property of Preset, its licensors and their successors and assigns, and under no circumstances may be used in any way other than pursuant to this Agreement or other agreement between Customer and Preset, nor may the SDK be retained, sold, or reproduced by any means by Customer except as specified in this Agreement or the Preset documentation, and Customer shall have no intellectual property rights, including but not limited to trade secrets, trademarks, patent rights, copyrights and moral rights, in the SDK and related software and documentation **["Intellectual Property Rights"]**, including upgrades, updates and derivative works thereof. No right or license is granted to Customer or to any third party by implication, estoppel or otherwise, other than the express rights set forth in this Agreement. Preset may discontinue development of the SDK at any time, which will not affect Customer's use of the SDK or subscription to the Dashboard. Any rights that Customer acquire in SDK, other than the license rights granted by this Agreement, are hereby assigned to Preset, including all Intellectual Property Rights that you may have or acquire therein anywhere in the world (including moral rights, to the maximum extent permitted by applicable law), and any other rights you may have pertaining to the SDK provided by or made accessible by Preset. Customer will not attempt to register any Intellectual Property Rights anywhere in the world.

Notwithstanding the foregoing, Customer and Customer's Users retain all rights in all personal or Customer data **[**collectively, **"Customer Data"]** that Customer or its Users may have provided to Preset, and in any personally identifiable information or personal data **["PII"]** that Customer and Customer's Users provide to Preset to facilitate download of the SDK, which PII as between the parties, belongs to Customer, but remains the property of the data subjects who provided such PII. The PII that is provided by the User to access the SDK consists of just an email address. In other words, what Preset brings to the relationship

remains the property of Preset and its licensors at all times, and Customer Data and PII that Customer provides Preset (as between Customer and Preset) remains Customer's property at all times. Feedback becomes Preset's property as indicated below, as does any derivative work of the SDK or Dashboard technology.

For the avoidance of doubt, Preset is not granted any right, title or interest in and to, and/or the right to use Customer's Intellectual Property Rights, including but not limited to trademarks, trade names, or logotypes for any purposes whatsoever including using Customer's name for marketing or client reference purposes without the prior written consent of Customer.

5. CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information includes innovations, any information, knowledge or data of either party which the other party and its employees may access or receive relating to the SDK, its documentation, computer programs, accounting methods, marketing techniques, customer names, negotiated customer fee information, financial information, marketing plans, product plans, product or services roadmaps, business strategies, forecasts, personnel information, customer lists, trade secrets and any other nonpublic technical or business information, whether in writing, given to the recipient orally or in any other way communicated or provided to the recipient, including any Customer Data, documentation, data or information used and/or uploaded by Customer or its Users to the SDK or Dashboard, which the recipient knows or has reason to know that discloser would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. The SDK and any related nonpublic documentation shall remain the Confidential Information of Preset at all times. Any nonpublic Customer Data remains the Confidential Information of Customer or Customer's Users. Neither party as the recipient shall disclose any Confidential Information of the disclosing party without the prior written consent of the disclosing party, and neither party shall use any Confidential Information of the disclosing party, except that Customer as recipient has the right to properly use the license granted under this Agreement, and Preset as recipient can use Customer's Confidential Information only to the extent necessary to provide and enhance the SDK and other services, or assist Users (in Preset's discretion) of the license Customer has obtained under this Agreement.

All Confidential Information of the discloser shall be protected from disclosure by the recipient using the standard of care recipient uses with its most valuable confidential information, and at least a commercially reasonable standard of care; and (ii) no Confidential Information of the discloser shall be used for any purpose other than that for which it has been disclosed, and shall not be used for the benefit of recipient or any third party except as permitted by the license to use the SDK and/or by this Agreement. Confidential Information does not include information that: (a) is in the public domain through no fault of the recipient; (b) was known to recipient prior to disclosure by the discloser without breach of an obligation to discloser, as can be demonstrated by documentary evidence; (c) was disclosed to recipient by a third party not known by recipient to be under a confidentiality obligation to discloser; (d) was independently developed by recipient without use of Confidential Information of discloser. If required by law or any tribunal or governmental order, recipient can disclose Confidential Information of discloser, but recipient first shall give discloser the opportunity to oppose or limit such disclosure, and shall never disclose more than recipient is required to disclose.

Preset hereby undertakes to ensure that its partners, affiliates, officers, directors, employees, agents or other representatives that have access to, or in any way receives Confidential Information under this Agreement, and/or any subcontractors engaged by

Preset for the performance of its obligations under this Agreement, are bound by confidentiality undertakings no less restrictive than the provisions of this Section 6. This Section 6 shall survive the termination and/or expiration of this Agreement.

6. YOUR FEEDBACK

Customer understands and Customer's Users agree that Users are welcome to provide Preset with comments, suggestions, concepts, ideas, recommendations for improvements and other feedback concerning the SDK and related materials, such as the Dashboard **[collectively,** "**Feedback"]** including without limitation the use, operation, functionality, appearance and other features and characteristics of the SDK and Dashboard. Any and all Feedback concerning the SDK or Dashboard, whether or not patentable or protectable in another form, becomes the exclusive property of Preset immediately upon communication of such Feedback to Preset. Preset may use the Feedback at any time, in any manner, and in any form or medium now existing or hereafter created, and only Preset shall have the right to the registration and/or ownership of any intellectual property rights anywhere in the world in the Feedback or results or derivative works thereof. Accordingly, Customer agrees that such Feedback concerning the SDK or Dashboard is provided only to Preset for its exclusive use in any manner it deems fit, including without limitation the commercial exploitation thereof and/or the sale or other transfer thereof to one or more third parties, free of any Preset obligation to Customer or others. Customer's Users should not provide to Preset any Feedback in which any third party has or may have any right, claim or interest or in which Customer or Customer's Users either assert, or have any expectation of retaining, any interest whatsoever or of receiving any remuneration, reward or consideration of any sort, beyond the consideration expressly set forth in this Agreement.

7. WARRANTIES AND DISCLAIMER

THE SDK AND RELATED MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PRESET MAKES NO OTHER WARRANTIES OF ANY KIND IN CONNECTION WITH THE SERVICE, SOFTWARE AND MATERIALS, AND HEREBY DISCLAIMS ALL WARRANTIES OF EVERY KIND, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. NO WARRANTY IS GIVEN WITH RESPECT TO SECURITY OR PRIVACY UNLESS OTHERWISE INDICATED IN THIS AGREEMENT, OR FOR ANY THIRD-PARTY MATERIALS UNLESS A THIRD-PARTY WARRANTY CAN BE PASSED THROUGH TO YOU.

8. LIMITATION OF LIABILITY AND EXCLUSION OF REMEDIES

PRESET SHALL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR LOST REVENUES, PROFITS OR DATA, OR HARM TO ANY COMPUTER OR SYSTEM EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. PRESET HAS USED COMMERCIALLY AVAILABLE ANTI-VIRUS TECHNOLOGY AND HAS NOT KNOWINGLY INTRODUCED ANY VIRUS, WORM, TROJAN HORSE OR OTHER MALWARE INTO THE SDK, BUT MAKES NO WARRANTY OF ANY SORT THAT IT IS FREE FROM SAME.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES OR COSTS DUE TO LOSS OF PROFITS, GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THE AGREEMENT) REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY

FROM ANY CAUSE OR MATTER ARISING UNDER OR IN CONNECTION WITH THE SDK OR THIS AGREEMENT OR ITS BREACH EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE GREATER OF: (I) THE   SUM OF ALL AMOUNTS PAID OR PAYABLE FOR THE LICENSE OF THE SDK AS OF THE DATE THE CLAIM FIRST AROSE, REGARDLESS OF THE FORM OF ACTION AND HOWEVER ARISING; OR (II) FIVE HUNDRED US DOLLARS.

THE ABOVE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. TERMINATION

Either party can terminate this Agreement for breach by the other party, by giving written notice to the other party and a 30-day period to cure the breach, if the breach is capable of cure. Customer can terminate Customer's license of the SDK at any time for convenience also. Upon termination, Customer shall promptly delete from its system and destroy the SDK and any ability to access it, as well as all Confidential Information from Preset, from any app or other storage device where it has been downloaded, stored, installed or used (and provide an officer's certificate attesting to this promptly, if Preset requests one).

Any and all Confidential Information, Customer Data and copies thereof shall be promptly returned or destroyed by Preset, at its own cost, upon termination or expiration of this Agreement. Notwithstanding the foregoing, Preset shall have the right to retain copies of Confidential Information to the extent (i) required to comply with legal requirements; or (ii) stored on routine back-up media solely for the purpose of disaster recovery, provided that such information is deleted or destroyed in due course and that employees are precluded from accessing such Confidential Information in the ordinary course of business prior to destruction.

10. EXPORT RESTRICTIONS

The SDK is subject to United States export laws and regulations, as well as to international export laws and regulations wherever it is used. These laws include restrictions on permitted destinations, end users and end use, and on countries subject to sanctions and embargoes. In particular, the SDK cannot be used or exported: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country as defined by the United States Government; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval.

11. GOVERNING LAW; DISPUTE RESOLUTION

This Agreement shall be governed exclusively by the laws of the State of California, USA, excluding the application of its conflicts of laws principles. Any dispute arising under or with respect to this Agreement, including with respect to the enforcement of any rights, provisions, or remedies hereunder, shall be solely and exclusively resolved by binding arbitration in San Jose, California, before a single arbitrator administered by JAMS pursuant to its Streamlined Arbitration Rules. Judgment upon any award or decision rendered by the arbitrator shall be binding on the parties and may be entered by any court or forum having competent jurisdiction. This clause shall not preclude either party from seeking provisional remedies (such as an

injunction) in aid of arbitration from a court of appropriate jurisdiction. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY UNDERSTANDS AND AGREES THAT YOU AND WE ARE EACH (A) WAIVING THE RIGHT TO A TRIAL BY JURY; AND (B) WAIVING THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. In any such arbitration, the prevailing party shall recover its attorneys' fees and costs from the other party, and the arbitral panel shall determine the prevailing party for this purpose.

12. RELATIONSHIP OF THE PARTIES; ADDITIONAL SECURITY RESPONSIBILITIES OF CUSTOMER/USER

Nothing in this Agreement shall be interpreted or construed as creating or establishing any partnership, joint venture, employment relationship, franchise or agency or any other similar relationship between Customer and Preset or any of its agents and employees.

In addition to the foregoing obligations, Customer and as applicable, its Users, take full responsibility to manage their own system security and access to the SDK and related Dashboard(s), and in particular have the following obligations: (1) understanding and complying with this Agreement, the Order Form and any other contractual obligations with Preset; (2) notifying Preset of changes made to technical or administrative contact information; (3) maintaining their own system(s) of record; (4) ensuring the supervision, management, and control of the use of the SDK by their Users; (5) independently backing up all Customer Data and PII, and developing Customer's own disaster recovery and business continuity plans that address the inability to access or utilize the SDK and any other Preset services;; and (6) immediately (in no more than 48 hours) notifying Preset of any actual or suspected information security breaches, including those used for integrations and secure file transfers.

13. PUBLICITY

Customer agrees to permit Preset to list Customer as a Preset customer on its principal website and Preset web pages on any social media sites, as well as in promotional materials.   Preset will be permitted to use Customer's name and logo, subject to any trademark or brand usage guidelines provided to Preset. In addition, upon the request of Preset, if Customer is satisfied with the SDK and Dashboard, (a) Customer agrees to provide Preset with two positive C-level quotes that Preset can use on its websites/web pages and in the referenced materials upon Preset's email request, and (b) Customer may participate in and/or provide Preset with a case study and/or testimonial which Preset can use as described above with respect to Customer quotes, subject to Customer availability.

14. MODIFICATION OF THE TERMS

It is possible that Preset will seek to modify the Terms as Preset's business evolves, provided that any Order Forms that Customer has entered into with Preset cannot be modified without Customer's written consent. In the event that Preset gives Customer notice of a material modification, and Customer opts not to consent, Customer shall provide written notice of such refusal to Preset. Preset then has the option of working with Customer to resolve its objection, or termination of Customer license of the SDK. No alteration, amendment, variation, supplementation, modification or waiver of any of the terms of this Agreement shall be binding or effective for any purpose, unless made pursuant to an instrument in writing signed by an authorized representative of Preset.

15. GENERAL PROVISIONS; ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth the entire Agreement and

understanding between Customer and Preset concerning the SDK and related materials and Customer's license to use them, and this Agreement supersedes all prior and contemporaneous communications, written or oral, concerning the SDK and related materials and is intended to be a complete and exclusive statement of the terms of Customer's Agreement with Preset. Customer acknowledge that it has not relied upon any representation whatsoever of Preset which is not contained in this Agreement. Any waiver by Preset of any breach or default by Customer of any of the terms or conditions of this Agreement will not be considered a continuing waiver or a waiver of any prior, subsequent or different breach. Preset shall have the ongoing right to assign this Agreement to any current or future Preset affiliated company or third party, whether by merger, acquisition, reorganization, sale of substantially all assets or equity, or by operation of law, without Customer's consent and without notice. Any assignment or attempted assignment by Customer of this Agreement in whole or in part, or of any of the rights granted herein, without the prior written consent of Preset, shall be void.

If you download and use the SDK, you expressly acknowledge that you and the organization you represent are a party to this Agreement, understand it and agree to be bound by it as of the date you download the SDK.